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IN THE FOURTH DISTRICT COURT, UTAH COUNTY
STATE OF UTAH

In the matter of the marriage of: TYLER JAY DUNFORD, Petitioner, and HILDA MARIA MORAN DUNFORD, Respondent.	DECREE OF DIVORCE Case No. 254402922 Judge Kasey Wright Commissioner Marla Snow
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

JURISDICTION AND VENUE

1. This Court has jurisdiction and venue is proper because both parties are currently residents of Utah County, State of Utah, and have been for at

least three (3) months prior to the commencement of this action, pursuant to Utah Code Ann. §81-4-402.

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MARRIAGE AND SEPARATION

2. The parties were married on May 22, 2010, in Lindon, Utah County, State of Utah.

3. The parties separated on August 12, 2025.

GROUND FOR DIVORCE

4. During the course of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible, and therefore Petitioner shall be granted a Decree of Divorce, severing the bonds of matrimony, the same to become final upon entry pursuant to Utah Code Ann. §81-4-405(1)(h).

MINOR CHILDREN

5. The parties have two minor children born as issue of the marriage, to wit: A.T.D. (born September 22, 2011) and O.E.D. (born November 2, 2015).

PERSONAL AND REAL PROPERTY

6. During the marriage, the parties acquired certain items of personal property. The parties' items of personal property shall be divided equitably between the parties within 30 days of entry of the Decree of Divorce. If the parties are unable to do so, the parties shall attend mediation to divide the

personal property, and each party shall pay $\frac{1}{2}$ of the mediator's fees.

7. The parties shall be awarded the bank accounts in their respective names free and clear of any claim by the other. The parties' joint bank account at Mountain America Credit Union shall be divided equally and closed.

8. Tyler shall be awarded the 2003 Toyota Tacoma free and clear of any claim of Hilda, together with sole responsibility for any and all associated loans, insurance, registration, maintenance, and the like.

9. Hilda shall be awarded the 2016 Nissan Rogue free and clear of any claim of Tyler, together with sole responsibility for any and all associated loans, insurance, registration, maintenance, and the like.

10. The marital home and real property located at 3261 E. 1350 S. Spanish Fork UT, 84660, shall be awarded to Hilda free and clear of any claim by Tyler, subject to assuming sole responsibility for the associated mortgage obligations, utilities, and property taxes and subject to the following conditions:

a. Hilda will either buy Tyler out of his half of the home equity or sell the home no later than two years from the date of entry of the Decree of Divorce. The amount to be paid to Tyler shall be calculated at the time of buyout or at the time of sale. In the event of a buyout, the amount owed to Tyler shall be calculated by obtaining a current appraisal on

the property to obtain the fair market value and subtracting the then-current mortgage balance from that value, half of which shall be paid to Tyler. The cost of the appraisal shall be shared equally by the parties.

Contemporaneous with the buyout, Hilda shall remove Tyler's name from the mortgage by completing a refinance of the mortgage. If she is unable to do so, then the home will be sold as set forth herein. In the event of a sale, each party shall be awarded one-half of the remaining sale proceeds after paying the mortgage balance and costs of sale.

b. At the time of sale or payout, Tyler shall pay Hilda \$13,000 from his half of the equity which covers the deposit that Hilda made on the house at the time of purchase as well as legal fees which Hilda covered for Tyler during the marriage.

c. In the event that Hilda is ever late making the mortgage payment on the home by 45 days or longer, or fails to make a payment, the home shall immediately be placed on the market and sold, with the proceeds to be distributed between the parties as set forth above.

d. In the event that the home is sold, the parties shall mutually agree on a listing agent and shall cooperate in all respects with the marketing and sale of the home, to include signing the listing agreement; following the advice of the agent with respect to staging, pricing, and accepting/rejecting offers; and accommodating showings. The parties

shall exercise all reasonable and good faith alacrity in completing the sale of the home.

ALLOCATION OF MARITAL DEBT

11. The parties have accumulated the following martial debts with the following approximate balances:

- a. Chase Sapphire Card: \$5,866.60
- b. Chase Disney Card: \$704.11
- c. Capital One Quicksilver Card: \$2,302.61
- d. Capital One Platinum Card: \$408.22
- e. Credit One Card: \$558.14
- f. Old Navy Card: \$933.25
- g. Unpaid HOA Fees: \$790.00
- h. Unpaid Conceptions Fertility Clinic bill: \$1408.00

12. The parties shall each be responsible for paying one-half of the debts listed above. Each party shall pay one-half of the minimum monthly payments on each of the debts until they are paid in full unless the parties agree to make additional payments to pay down the debt more quickly. The parties shall cooperate to share log-in information and other information necessary to make the payments. Neither party shall make any further charges on these accounts. The accounts shall be immediately closed once they are paid in full.

13. Notwithstanding the foregoing, each party shall be ordered to pay and assume, and hold the other harmless from, each and every debt he or she has incurred independent of the other party since the date of separation.

14. In accordance with the above allocation of debts, the parties shall hold each other harmless from the debts which have been allocated to him or her, and shall indemnify each other for any costs, charges or fees incurred as a result of a defense or claim made against the other for payment on those debts.

15. Both parties shall provide notice to their creditors, following entry of the Decree of Divorce, indicating who was ordered to pay which debts, and providing the creditor with the address of the party liable for that debt.

16. The expenses and debts which the parties are ordered to pay shall be considered to be "in the nature of family support" for bankruptcy purposes.

PARENTING PLAN

17. Unless otherwise agreed upon by the parties, the receiving parent will provide transportation of the children.

18. If either party moves more than 150 miles from the other, the parties will attend mediation to discuss the parenting plan moving forward if they are unable to come to an agreement on their own prior to bringing the matter before the Court.

19. The parties will discuss all parenting concerns by phone, text, email, or

mail at any time needed and will not use their children to deliver messages.

20. The parties shall take affirmative steps to share information concerning their children with each other on a frequent basis. The parties shall immediately notify each other of any medical condition, medical appointments, parent-teacher conferences, school programs, extracurricular activities, sporting events and the like that their children may be involved in.

21. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, important ceremonies, and other significant events in the lives of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

22. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing, or otherwise.

23. Both parties are to refrain from using drugs or drinking to intoxication during parent time.

24. Both parties are mutually restrained from harassing or threatening the other party.

25. If the parties have any future disagreement pertaining to their children generally or the terms or implementation of this Parenting Plan, they shall seek the assistance of a mutually agreed upon third-party or mediator before

the parties initiate legal action. The parties may seek emergency relief from the Court in the future should an emergency arise which would make formal negotiation impractical.

26. Each party shall be ordered to assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutually agreed-upon in writing extracurricular activities that the minor children might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within 30 days of payment and shall be reimbursed by the other party within 30 days of receiving verification of payment.

27. The parties shall be ordered to secure and maintain health insurance coverage for the minor children if available at a reasonable cost and the parties shall equally share the cost of the health insurance premium, in the event the children no longer qualify for Medicaid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of all individuals covered under the policy and multiplying the result by the number of children in the instant case.

28. The parties shall equally share the cost of all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children. The party who incurs medical or dental expenses may provide written verification of

the cost and payment of medical and dental expense to the other parent within 30 days of payment. The other party will remit reimbursement to the incurring party within 30 days of receipt of the verification of payment.

29. If, at any point in time, a child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Hilda shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Tyler shall be the secondary coverage for the dependent child. If either parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's health, hospital, or dental insurance plan, the plan of the stepparent is to be treated as if it is the plan of the remarried parent and retains the same designation as the primary or secondary plan of the dependent children.

30. The parties shall provide each other with 30 days advance notice if they plan to travel or vacation with the children, including an itinerary of travel dates and destinations, places where the minor children and traveling parent can be reached, and the name and phone number of a third party who would be knowledgeable of the children's location in the event of an emergency.

31. Neither party shall introduce their minor children to a new romantic partner until that relationship has been ongoing for at least six months.

32. Each parent shall notify the other parent immediately in the event of a medical emergency involving a minor child.

33. Each parent shall notify the other with a current address and telephone number within twenty-four (24) hours of any change.

TAXES

34. The parties shall file joint income tax returns for the 2025 tax year and share any refund or liability equally.

35. Beginning with the 2026 tax year, the parties shall file separate income tax returns, with Hilda being entitled to claim the minor children on her income tax returns for all years in which the children are eligible.

CHILD SUPPORT

36. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq.

37. Hilda is employed and earns \$3,813.33 for child support purposes.

38. Tyler is employed and earns \$3,466.67 for child support purposes.

39. Based on the forgoing incomes and a sole physical custody worksheet Tyler shall pay Hilda \$676.00 per month in child support effective March 1, 2026.

40. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever

occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

41. The child support is payable one-half on the 5th day of each month, and the other half on the 20th of each month.

42. Under Utah Code Ann. §81-6-212(5), the parties have a right to adjust a child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if the child receives TANF benefits at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

43. Under Utah Code Ann. §§81-6-212(3) and (4), the parties have a right to modify a child support order at any time by petition if there has been a substantial change in circumstances because of (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v)

material changes in the medical needs of the child; (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

PHYSICAL AND LEGAL CUSTODY

44. The parties shall be awarded joint legal custody of the minor children. The parties shall both have access to medical records, school records, court records, and any other information and records concerning their children. The major decisions concerning their children's general welfare, education, and discretionary medical treatment shall be based on mutual agreement of the parties. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care. In the event that the parties cannot agree on a major medical or educational decision regarding one or both of the parties' minor children, the parties shall engage in the following dispute resolution process: (1) the parties will first attempt to resolve the issue between themselves in a civil

manner, and if applicable, confer with a third party with expertise in the area of the dispute (i.e. the child's physician with respect to medical issues or the child's teacher in the event of education issues). (2) If an agreement still cannot be reached, the parties will attend mediation in an attempt to resolve the impasse, with each party paying one-half of the mediator's fees. (3) If the parties are still unable to agree after mediation, Hilda will have presumptive decision-making authority subject to Tyler's right to bring the matter before the Court for judicial review.

43. Hilda shall be considered the residential parent for purposes of determining where the children will attend school.

44. Hilda shall be awarded sole physical custody of the minor children.

45. Tyler's parent-time shall be as the parties agree, but if the parties disagree, parent-time shall be pursuant to Utah Code §81-9-302, except as to holidays as set forth below:

a. The parties shall split holiday time as they agree, with generally half the time spent with Hilda and half of the time spent with Tyler.

46. Each parent shall enjoy virtual parent-time with the minor children at reasonable times and for reasonable duration considering the children's bedtimes and the other parent's schedule.

47. The foregoing custody and parent time arrangement is in the best interest of the children.

MISCELLANEOUS PROVISIONS

48. Neither party shall be awarded alimony now or at any point in the future.

49. Tyler shall remain as the beneficiary of a life insurance policy which is a part of Hilda's current employment; in the event of Hilda's untimely death, Tyler shall use any benefit payout from that policy for the benefit of the parties' children.

50. The parties will work together to dissolve their trust.

51. The parties shall pay their own attorney fees and costs of court incurred in connection with this proceeding.

52. Each party shall be restrained and enjoined from accessing electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts; or from interfering with the other party's telephone, utilities, insurance, email, social media, or other services except as otherwise provided for herein.

53. Each party shall be restrained and enjoined from charging, incurring, or causing to be incurred any liability or obligation based on the credit or name of the other. Also, to the extent that either party's name is on any existing account(s) utilized by either party, the party awarded the account or responsibility for the payment of the debt or obligation on the account shall have the other party's name removed from the account or transferred into

their own name within thirty (30) days of the date of entry of the Decree of Divorce, or the account shall be closed, to include utility accounts, cell phone accounts, auto insurance policies, and credit card accounts except as otherwise provided for herein.

54. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the terms of the Decree of Divorce to be entered by this Court. Should a party fail to execute or deliver any document within sixty (60) days of the date of entry of the Decree of Divorce, the other party may bring a Motion to Enforce Order and for Sanctions at the expense of the disobedient party, including reasonable attorney fees, and move the Court to order the disobedient party to execute or deliver the documents personally or designate some other person to execute the documents under URCP 70.

Approved as to form:

/s/ Cobie Spevak

Cobie Spevak

Attorney for Petitioner

Signed with permission via email

**THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Respondent's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on April 13, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Cobie Spevak
Attorney for Petitioner

/s/ Orion T. Foxx
Orion T. Foxx
Attorney for Respondent